

Dell Recycling Grant Agreement

Fall 2004

Dell, Inc, ("Dell") agrees to provide financial support for Organization to conduct a no-charge computer recycling event in

_____(city, state)

between the dates of October 1, 2004 and January 31, 2005 to be planned, operated and managed by

_____[**"Organization(s)"**], subject to the terms and conditions defined below, to which the parties intend to be legally bound.

This grant to the Organization(s) from Dell is for the explicit purposes described below and is subject to the Organization(s) accepting the following conditions.

Dell will:

- **FINANCIAL SUPPORT** - Provide \$10,000 (ten thousand dollars) to the Organization(s), to be used toward Organization's costs associated with planning, promoting, staging, and materials processing necessary for Organization's no-charge computer recycling event
- **TECHNICAL ASSISTANCE** - Provide contacts to the Organization(s) to arrange for educational opportunities and event technical assistance and guidance for staging the computer recycling event
- **PUBLICITY** - Provide media relations support, outdoor banner with Dell logo for display at computer collection event site, and template media outreach materials

Organization(s) will:

- **EVENT MANAGEMENT** - Provide for the coordination and management (including planning, promoting, staging and materials processing and cleanup) of the one-day computer recycling event (including event location, site logistics, equipment recyclers, and other applicable elements), to take place between October 1, 2004 to January 31, 2005
- **VENDOR SELECTION** - Secure a local or regional electronics recycler that meets the basic environmental requirements set out in Dell's Supplier Code of Conduct (www.dell.com/supplierprinciples)
- **VOLUNTEER PARTICIPATION** - Obtain, coordinate and train volunteers for the day of the computer recycling event under this agreement
- **TECHNICAL ASSISTANCE** - Attend at least one scheduled teleconference forum with experts from NRC to learn best practices for collection event participation and logistics
- **ADMINISTRATION** - Establish one main contact to act as a liaison to Dell and NRC
- **ACCEPTED ITEMS** - Accept items including any brand computer (CPU), monitor (computer CRT), printer or peripheral (e.g., mouse, keyboards, etc.) at collection event
- **PUBLICITY** - Specify that the collection event received funding from Dell in any notice or publication by Organization about the event, including at a conference or seminar (subject to Dell's review and approval of how its name is to be used)
 - Provide Organization(s) logo to Dell for use in Dell website and any publicity materials (if applicable)
 - Include Dell logo and/or names of Dell and other sponsoring organizations in event signage and other event publicity materials (subject to Dell's review and approval of how its name is to be used)

- Authorize Dell to publish, in whatever form and by whatever medium, the following information - name of Organization, purpose of grant, amount granted, and geographic location of event
- **USE OF NAME APPROVAL** – Authorize Dell to review and approve the text of any proposed publicity concerning this grant prior to its release, and the design and text of any materials using the Dell logo
- **REPORTING** - Submit the following reports to Dell, at the interval indicated (reports must be brief and submitted by electronic mail):
 - A preliminary event plan, including planned evaluation of the performance of the collection event and engagement of additional partners and sponsors (due not later than September 13)
 - An interim report on collection event planning activities to date (due not later than 30 days before the collection event date)
 - A final evaluation report, including explanation of any variance between planned and actual performance and data for the evaluation metrics established by Dell
- **USE OF RESULTS** - Ownership in the results of the collection event shall vest in Organization. Notwithstanding this provision, Organization grants Dell the right to use freely and as it sees fit the results and information derived from the implementation of this grant program.

General Terms. This Agreement does not create any agency or partnership relationship between the parties. Organization is responsible for all aspects of staging, operating and managing the computer recycling event, including with regard to obtaining appropriate permits, hiring and managing volunteers and compliance with all applicable laws and regulations, including with respect to the proper recycling and disposal of all collected items under federal, state and local law, and Dell disclaims all liability associated therewith. Organization shall indemnify and defend Dell and its subsidiaries and affiliates with regard to any acts or omissions by Organization in connection with the computer recycling event. Dell reserves the right to freely publish or disseminate information derived from the implementation of this program.

Signed this _____ day of _____, 2004.

By: _____

Organization: _____